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terferes in a contract between two parties and induces one of them to break that contract, to the injury of the other, the party injured can maintain an action against the wrongdoer." In such statements of the law, malice is clearly not intended to be taken in its popular meaning of ill-will, but in its legal sense, as meaning a wrongful act done intentionally, without just cause or excuse, and it was said by Lord Lindley in the *Glamorgan Coal Co. case, supra,* that "when all that is meant by malice is an intention to commit an unlawful act and to exclude all spite or ill-feeling, it is better to drop the word and so avoid misunderstanding." One may maliciously (in the popular sense) procure the discharge of the plaintiff and still not be liable if his act was legally justified. *Lancaster* v. *Hamburger,* 70 Ohio St. 156. But what is "just cause" or "legal justification" in such cases? There is constant recurrence of those phrases in the decisions, but no clear opinion has been expressed as to the facts or circumstances which will constitute "just cause" or "legal justification." See observations in POLLOCK ON TORTS, 9th ed., p. 336, 10th ed., p. 345; also *Pratt* v. *British Medical Ass'n.,* [1919] 1 K. B. 244, commented upon in 18 MICH. L. REV. 148. In *Walker* v. *Cronin,* 107 Mass. 555 it was said that "competition or the service of any interest or lawful purpose" is justification, but in *Beekman* v. *Marsters,* 195 Mass. 205 the court held that the right to compete does not justify a person "in intentionally inducing a third person to take away from the plaintiff his contractual rights." That defendant was merely seeking his own economic advancement is no justification. *Beattie* v. *Callahan,* 81 N. Y. Supp. 413; 3 COL. L. REV. 426. There are numerous *dicta* as to what may constitute justification, but (as was said in the *Glamorgan Coal Co. case*) the question must remain to be decided in each case when it arises. Some of the authorities hold that an action like the principal case can not be maintained unless unlawful means are employed by the defendant, such as fraud (*Van Horn* v. *Van Horn,* 52 N. J. L. 284), deceit (*Chambers and Marshall* v. *Baldwin,* 91 Ky. 121), or intimidation (*Allen* v. *Flood,* [1898] A. C. 1; *Perkins* v. *Pendleton,* 90 Me. 166); coercion or deception (*Boyson* v. *Thorn,* 98 Cal. 578; *Bourlier* v. *Macauley,* 91 Ky. 135). But most of the cases assert no such requirement. See 2 MICH. L. REV. 305. A distinction (suggested in the principal case) has been attempted between contracts of employment for a definite period of time and those where either party may terminate the relation at will, but most cases repudiate such distinction. *Donovan* v. *Berry,* 188 Mass. 353, 5 L. R. A. (N. S.) 899, note; *London Guarantee and Accident Co.* v. *Horn,* 206 Ill. 493; *Perkins* v. *Pendleton,* 90 Me. 166. Contra: *Holder* v. *Mfg. Co.,* 138 N. C. 308. On the general subject of actions for inducing breach of contract see 1 MICH. L. REV. 28-57; 2 id. 305; 4 id. 138; 5 id. 675; 9 id. 536; 10 id. 501; 13 id. 431; 16 id. 250; 18 id. 148. 8 HARV. L. REV. 1; 11 id. 405, 449-465.

WAR—DEFENSE OF THE REALM—RIGHT OF THE CROWN TO TAKE POSSESSION OF LAND WITHOUT COMPENSATION.—In the spring of 1916, the British War Office decided to take over De Keyser's Royal Hotel to be used as an administrative office building for various military departments. Possession was

given up by its receiver with a reservation of all legal rights after charges for rent, a matter which the parties had failed to agree upon. The Crown claimed any compensation was payable only as a matter of grace. Suppliants claimed the legal right thereto and requested to submit the question to a referee to fix the amount. *Held* (Duke, L. J., dissenting), that suppliant was entitled to remuneration as a matter of law. *In re a Petition of Right of De Keyser's Royal Hotel, Ltd., De Keyser's Royal Hotel, Ltd.* v. *The King* [1919] 2 Ch. 197.

The Court in a somewhat lengthy opinion exhausts the English cases involving the same question. Its decision is undoubtedly in conformity with the weight of authority there. Leslie Scott, K. C., of counsel for suppliant, also represented the suppliants in the case of *In re a Petition of Right* [1915] 3 K. B. 649, chiefly relied upon by the Crown in the instant case. That case involved the right to take property on the coast for an aerodrome and was distinguished from the instant case on the ground of immediate military necessity. As yet no American cases have arisen exactly in point. In *White* v. *Ivey,* 34 Ga. 186, the Court held the statute authorizing "the impressment of fords, articles of subsistence, or other property absolutely necessary" did not authorize the impressment of a hotel or drug store for hospital purposes on the ground that the enumeration in the statute controlled the general term and was not intended to cover realty. In 1863, the Georgia Court decided in *Cunningham* v. *Campbell,* 33 Ga. 645, that sugar could not be impressed without a tender and payment of adequate and reasonable compensation. More to the point while not decisive, are some general observations by the Court on the right of impressment. After referring to limitations similar to those of the federal organ imposed by the Confederate Constitution the Court gives "the repulsion of an invading army, the stay of pestilence or the arrest of conflagration" as illustrations of great public necessity justifying seizure or destruction of property without compensation. In *Juragua Iron Company, Ltd.* v. *The United States,* 42 Ct. Cl. 99, the court held that a Pennsylvania Corporation doing a mining business in Cuba was not entitled to compensation for the condemnation and destruction by fire, of a number of houses, to prevent the spread of yellow fever among the soldiers quartered in the vicinity during the war with Spain, whether the property were considered to be that of an alien enemy or an American. The argument of counsel and the decision of Barny, J., contained a review of the cases on the subject. On appeal the case was affirmed, 29 Sup. Ct. 385. In *United States* v. *Railway Co.,* 120 U. S. 227, cited in the opinion in the Court of Claims, Field, J., says "For all injuries and destruction which follow necessarily from these causes (the prosecution of war) no compensation could be claimed from the Government. * * * Compensation has been made in several cases, it is true, but it has generally been as stated by the President in his veto message 'a matter of bounty rather than of strict legal rights.'" This statement in a measure approximates the view of the *ex gratia* payments in the English law. These cases indicate that the modern doctrine on the subject is now quite similar in both nations and as stated by one of the judges is now "a well settled doctrine of public law."